

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Agriculture Department



REQUEST FOR PROPOSALS

for

Agricultural Marketing Program

RFP No. 10142

Release Date: December 16, 2011

**Submittal Deadline: January 23, 2012
not later than 5:00 PM (Pacific)**

Placer County RFP No. 10142
Agricultural Marketing Program

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ATTACHMENT

- A. Sample Contract**
- B. Required Statements**

1.0 INTRODUCTION

Placer County is inviting proposals from qualified consulting firms, groups or individuals to prepare and implement a comprehensive agricultural marketing program for Placer County. The purpose of this program is to increase consumer awareness of the quality and availability of locally-grown agricultural products, and to increase the sales and profitability for local producers of agricultural products.

The County intends to award a contract to the selected firm to be effective through June 30, 2013. The cost of these services throughout the term of the contract is anticipated to be approximately \$60,000 - \$80,000.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

April Pay, Senior Buyer
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4253
Email: apay@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Pre-Proposal Conference	January 5, 2012
Deadline for Final Questions	January 13, 2012
Proposal Submission Deadline	January 23, 2012
Evaluation of Proposals	January 23 – February 29, 2012
Interviews (optional).....	February 15, 2012
Contract Negotiations.....	February 16 – 22, 2012
Contract approval by Board of Supervisors.....	March 13, 2012
Notice to Proceed.....	March 14, 2012

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **January 4, 2012 at 1:00 pm** at the following location:

**Administrative Services Conference Room
2964 Richardson Drive
Auburn, CA 95603-2640**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

- 4.1 The selected Consultant will develop and implement a comprehensive agricultural marketing program, the purpose of which is to increase the profitability of Placer County's agricultural operations, and to educate the public about the availability and benefits of local agricultural products. Success will be measured by increased demand and sales for local agricultural products, and by documented increases in the number of consumers made aware of the benefits of Placer County Agricultural Products.

The agricultural marketing program should include the following elements:

- A. Unique Branding of Placer County Agricultural Products
 - Review readily available existing brands, logos, and themes, and prepare an assessment of current options and suitability for use.
 - Develop and implement uniform branding which can be used to market Placer County agricultural products.
- B. Communicate Benefits of Purchasing Local Placer County Agricultural Products
 - Develop and implement messaging which informs consumers about the benefits of eating local produce compared to other produce.
 - Identify key specific advantages of local produce such as flavor, health benefits, social, and economic benefits.
 - Develop messaging to address the issue of higher-priced local produce, and how the consumer benefits from paying a higher price for locally grown products.
- C. Implement Marketing Plan
 - Target regional consumer base through comprehensive marketing effort.
 - Publish articles on a monthly or weekly basis in local, regional, and national print and online publications to showcase Placer County Agriculture.
 - On a weekly basis develop and publish new content for website and social media outlets.
- D. Coordinate with Placer County's Agricultural Industry to Complement and Enhance Existing Marketing and Promotional Activities
 - Mountain Mandarin Growers' Association
 - Placer County Vintner's Association
 - Foothill Farmers' Market Association
 - Placer County Farm Bureau
- E. Utilize, integrate, and improve existing marketing resources
 - www.placeragguide.com website
 - Placeragguide.com Facebook page
 - Other Placer County-specific agricultural websites operated by industry groups or other agencies
 - Placer County Agriculture's Graphic Designer who works part time (20 hours per week). This individual is available for all Ag. Marketing projects.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

6.0 GENERAL TERMS & CONDITIONS

- 6.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**.

- 6.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 6.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 6.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 6.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 6.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. d. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

7.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address

7.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 **TAB A: Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

- 7.4 **TAB B: Experience and References** – Provide a summary of the firm’s experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.
- 7.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team. Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- 7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.
- 7.7 **TAB E: Required Statements** – Include statements of assurance regarding the following requirements:
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
 - B. Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
 - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Placer County staff (per **Section 5.0**)
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 6.4**)
 - E. Provide a statement attesting there has been no Collusion (see **Section 6.5**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 6.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- 7.8 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Standard Contract (**Attachment A**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

- 7.9 **Cost Proposal** – Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County.

Cost proposals shall be submitted in a separate sealed envelope or package.

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 Your submittal package shall include the following:
- **One (1) original and seven (7) printed copies** of your proposal
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
 - **Two (2) copies** of your Cost Proposal in a **separate**, sealed envelope or package.
- 8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 8.3 Proposals must be submitted ONLY to:
- Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640
- 8.4 Faxed and/or emailed proposals shall not be accepted.
- 8.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 8.6 Late submittals shall not be accepted or considered.
- 8.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 8.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 8.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 8.10 All costs associated with proposal preparation shall be borne by the offeror.

- 8.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm (per Sections 7.4 and 7.5)	25
B. Experience and qualifications of proposed staff (per Section 7.6)	30
C. Understanding of the project – Proposed Project Plan (per Section 7.7)	25
D. Proposed Cost (per Section 7.8)	20
Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to: www.placer.ca.gov/admin/procurement/lvp.aspx

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 10.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

Administering Agency: Placer County Agriculture Department

Contract No. _____

Contract Description: Agricultural Marketing Program

SAMPLE
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and _____. ("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A and **RFP No. 10142**, and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed _____ Dollars (\$_____).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of CONSULTANT to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, CONSULTANT shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. County shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** CONSULTANT represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to County that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.

8. **Time.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance.** CONSULTANT shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A-:VII showing the following coverage:

10. **Hold Harmless and Indemnification Agreement**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **Insurance**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

12. **Worker's Compensation and Employers Liability Insurance**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONSULTANTS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

13. **General Liability Insurance**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

14. **Endorsements**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

15. **Automobile Liability Insurance**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

16. **Professional Liability Insurance (Errors & Omissions)**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$ one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) in aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub CONSULTANT in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

17. **Additional Insurance Requirements**

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

18. **Contractor Not Agent.** Except as County may specify in writing CONSULTANT shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
19. **Assignment Prohibited.** CONSULTANT may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

20. **Personnel.**

- A. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, including those members of the Project Team as explained below, CONSULTANT shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, CONSULTANT agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by CONSULTANT without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

21. **Standard of Performance.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products of whatsoever nature which CONSULTANT delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

22. **Termination.**

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONSULTANT. In the event County shall give notice of termination, CONSULTANT shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.
 - 3) County shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the

services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

- B. CONSULTANT may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
23. **Non-Discrimination.** CONSULTANT shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
24. **Records.** CONSULTANT shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
25. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and CONSULTANT agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.
26. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
27. **Conflict of Interest.** CONSULTANT certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONSULTANT agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
28. **Entirety of Agreement.** This Agreement contains the entire agreement of County and CONSULTANT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
29. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
30. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and CONSULTANT hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

31. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

CONSULTANT:

Placer County _____ Dept
Attn:

Attn:

Phone
:
Fax:

Phone:

Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

//

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____

CONSULTANT _____

By: _____

Name: _____

* Title: _____

By: _____

Name: _____

* Title: _____

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County

EXHIBIT A
SCOPE OF SERVICES

(To be negotiated, based on this RFP and consultant's proposal)

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment procedure, amount, and conditions of payment to be negotiated,
based on this RFP and consultant's proposal

SAMPLE:

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County (name of department)
 Attn: _____

 Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below *(or in the Scope of Work, or other agreeable interval)*.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(All equipment, facilities, and other resources to be provided or made available by County to be negotiated, based on this RFP and consultant's proposal)

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act, and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated:

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.